

REQUEST FOR PROPOSALS

DESIGN GUIDELINES

FOR THE
TOWN OF EASTON



Prepared By:

PLANNING DEPARTMENT
14 S. HARRISON STREET
EASTON, MARYLAND 21601
(410) 820-8822

JANUARY 2021

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1. INFORMATION FOR BIDDERS

The Town of Easton, Maryland is soliciting proposals from qualified consulting firms/individuals to prepare an update to two Design-related documents: **(1) THE TOWN OF EASTON DESIGN GUIDELINES FOR NEW DEVELOPMENT and (2) THE EASTON HISTORIC DISTRICT DESIGN GUIDELINES.** Proposals for this work will be received by the Town of Easton, 14 South Harrison Street, Easton, Maryland 21601 until **10:00 a.m., March 1, 2021**, and then publicly opened and read aloud.

The first document that is being updated was prepared in 2005 and can be viewed on the Town's website at:

https://www.eastonmd.gov/PlanningZoning/Documents/Design_Guidelines_%20for_%20New_Development.pdf

The second document was last updated independently a few years prior to the document referenced above. It can be viewed, by chapter, under "Guidelines" on the following page on the Town's website:

<https://www.eastonmd.gov/PlanningZoning/HistoricDistCommission.html>

A Pre-Bid Meeting will be held via Zoom at **10:00 a.m. on February 17, 2021.** Attendance by prospective bidders is optional and intended to answer any questions that bidders may have or clarify any information contained in this RFP.

Any questions regarding the project must be submitted via e-mail to the Town Planner, Lynn Thomas, at lthomas@EastonMD.gov prior to **4:00 p.m., February 24, 2021.**

The right is hereby reserved to reject any or all proposals and to waive informalities as the interest of the Owner (Town of Easton) may require.

INSTRUCTIONS FOR SUBMITTALS Three (3) hard copies and one electronic copy of the Proposal must be received by 10:00 AM on the 22nd day of February 2021. It is the prospective Consultant's responsibility to ensure that the proposal is received by the Town prior to the hour and date for the opening of proposals specified in this Request for Proposals. Any proposals received by the Town after that hour and date shall be returned unopened. All proposals shall be prepared in conformance with this Request for Proposals and submitted in an envelope plainly marked on the outside: "PROPOSAL FOR DESIGN GUIDELINES UPDATE- DO NOT OPEN WITH REGULAR MAIL."

QUALITY OF PROPOSAL Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this Request for Proposal.

BACKGROUND The Town of Easton has a long history of valuing a high quality of site and architectural design of its built environment. There may be differing

viewpoints on related issues such as what type of development is most appropriate for the Town, where it should occur, how quickly the Town should strive to grow, etc., but there is nearly universal agreement that whatever new development does occur, it should do so in a manner befitting the proud history of our Town.

The Town established a locally-designated Historic District in 1976, with associated architectural guidelines for development activity within the District. With no corresponding guidelines or standards for properties located outside of the Historic District though, there has been concern about controlling the quality of development in these areas. This led to the Town adopting Design Guidelines intended to guide the review and development of projects in these areas. These Design Guidelines were adopted in 2005 and while useful, they are now dated. There is also a feeling that these guidelines largely recommend replicating Easton's Downtown/Historic District and that this approach is not always appropriate or desirable. Hence, this RFP has been issued to update these Design Guidelines.

2. CONTENTS OF PROPOSAL The Consultant shall include in its proposal, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the prospective Consultant's competence and professional qualifications for the satisfactory performance of the services outlined in the "Scope of Services" section of this Request for Proposals.

2.1. Executive Summary Provide a brief overview of the entire proposal, highlighting key aspects of the proposal and demonstrating the prospective Consultant's understanding of the study.

2.2. Qualifications and Experience Prospective Consultants must provide a detailed history of their company and/or its partners' experience in conducting similar projects for public agencies. Proposals must include the following information about the prospective Consultant and any subconsultants.

Company's Qualifications a. Total number of years in business, general scope of services provided. b. Name of Principals and a narrative description of the firm's organization. c. Firm's relationship to any larger business entity. d. Qualifications and expertise to meet the Town's needs.

Company's Personnel Qualifications a. Describe key personnel's proposed roles and responsibilities on this project, including any subconsultants. b. Describe qualifications of each of the key personnel to be assigned to the project and their relevant related experience. c. Identify a proposed Project Manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact for the project. d. Acknowledge that any change of successful prospective Consultants and/or subconsultants on this project from those proposed in the response to this RFP must be approved by the Town before the change is implemented. Substitutions without prior approval will be considered a breach of the contract. The Town reserves the right to request replacement of any successful prospective Consultant's team member that proves to be unacceptable.

Relevant Experience Briefly describe other projects managed or executed by the prospective Consultants that demonstrate relevant experience. a. Describe your experience conducting similar updates, including conducting of visioning/stakeholder meetings for public sector agencies. b. List most relevant (similar size, scope, and complexity) completed projects related to conducting similar projects that the prospective consultant has been involved in within the past five (5) years. Please submit one hard copy of the product that was created in the fulfilling of that contract. c. Provide three (3) references for the most relevant projects, including the contact person, the dollar amount of the contract, and the date of performance.

2.3. Scope of Services A detailed description of the methods by which the prospective Consultant intends to perform the work set forth in the Scope of Services. The description shall include, at a minimum, the following items: a. A statement and

discussion of the project objectives, concerns and key issues. b. A statement specifying information and/or assistance required from or by the Town of Easton to be provided in order to meet the project objectives. c. A detailed scope of work along with the process for executing the requirements and objectives of the project. d. A statement of the extent to which the prospective Consultant's proposed approach and scope of work will meet or exceed the stated objectives discussed in this RFP. A discussion of how the Consultant would modify the project "Scope of Services", and/or schedule to better meet these objectives or improve the product outcome, may also be included. e. A detailed tentative schedule for completion of the work, including performance and delivery schedules indicating phases or segments of the project, milestones, and significant events.

2.4. Cost Proposal A total proposed "Not to Exceed" cost of the services, including a Fee Schedule describing all charges and hourly rates for services. a. A performance and cost schedule for all services necessary to complete this project. The proposal should specify the major components, the cost breakdown by major component or phase, and the expected time of completion for each component based on the scope of services outlined in the proposal. b. All proposals shall give the costs proposed, both in writing and in figures, and give all other information requested herein, and shall be signed by the prospective Consultant's authorized representative. Proposal prices shall include everything necessary for the information gathering, preparation and presentation, including but not limited to, furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work. Any items shown on the prospective Consultant's plans or details that are not specifically listed in the proposal are to be considered included in the proposal cost, and no additional or special fees will be allowed. c. Include payment terms. The cost proposal should also include:

- Proposed terms for an agreement by which the work shall be performed. The Town's standard Professional Services Agreement is attached to this Request for Proposals (see Attachment 1). The prospective contractor should specifically indicate, in its proposal, any clauses in the Town's proposed Agreement which are unacceptable to the prospective contractor. This may be cause for the proposal to be considered as non- responsive.

- A statement which discloses any past ongoing or potential conflicts of interest which the Consultant may have as a result of performing the work for this project.

- A statement of intent to provide insurance per the Town's standard requirements as described in Attachment C of the Professional Services Agreement.

- The Proposal must be signed by an authorized representative of the prospective contractor.

3. INTERPRETATIONS OF THE REQUEST FOR PROPOSALS If the prospective consultant is in doubt as to the meaning of any part of the Request For Proposals, or finds discrepancies in or omissions from the Request For Proposals, the prospective

Consultant shall submit to the Town a written request for an interpretation of clarification prior to the time for opening proposals. All such requests should be addressed to the Town at: Lynn B. Thomas, Jr., AICP, Town Planner, 14 South Harrison Street, Easton, MD. The prospective Consultant shall be responsible for the prompt delivery of the request. The Town shall not be responsible for any explanation or interpretations of the Request for Proposals other than by written addendum delivered to each prospective contractor. No oral interpretations of any provision in the Request for Proposals shall be binding upon the Town.

4. EVALUATION OF PROPOSALS After the Proposals are received and opened by the Town, the Town shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether the prospective Consultant possesses the professional qualifications necessary for the satisfactory performance of the services required. The Town shall also investigate qualifications of all prospective Consultants to whom the award is contemplated, and the Town may request clarifications of proposals directly from one or more contractors. It is anticipated that this review period will last up to approximately two weeks. In reviewing the proposals, the Town will consider the following:

4.1 Consultants' Experience and Qualifications (Weighted 25%) a. Experience with projects of similar type and scope. b. Experience with other municipalities and public sector organizations. c. Hands-on experience of team and staff who will be involved with project d. Demonstrated expertise in and understanding of local government operations.

4.2 Methodology and Structure (Weighted 25%) e. Description of the professional methodology and structure that will be used to satisfy the project's objectives. f. The feasibility of the proposal based upon the performance, delivery schedules and the methodology to be used by the Prospective Consultant team.

4.3 Implementation and/or Delivery Schedule (Weighted 10%) g. Proposed timeline is realistic and responsive to project objectives.

4.4 Cost Proposal (Weighted 20%) h. Total cost of the project.

4.5 References (Weighted 10%) i. Feedback from submitted references.

4.6 Presentation and Clarity of Proposal (Weighted 10%) Quality of work submitted as it relates to meeting project objectives.

4.6.1 The clarity, creativeness, and responsiveness to the Request for Proposal.

4.6.2 The Consultant's understanding of the proposed project, familiarity with the Town and strength in facilitation of community stakeholders to consensus.

5. ANTICIPATED SCHEDULE The Town has identified the following tentative timetable for submittal and evaluation of the proposals, and negotiation and final approval of the Professional Services Agreement:

January 29, 2021 Issue RFP

March 1, 2021 Proposal Submittal Deadline

March 1 – March 12, 2021 Proposal Review and Evaluation

March 12, 2021 Selection of Consultant and Notification

March 15, 2021 Town Council Approval of Consultant Contract

6. AWARD OF AGREEMENT Upon completion of the review period, the Town shall notify the prospective Consultant selected for the Project. The prospective Consultant so notified may be required to provide specific documentation to the Town. Any delay caused by prospective Consultant failure to respond to direction from the Town may lead to a rejection of the Proposal.

6.1. If the Town determines, after further evaluation and negotiation, to award the Agreement, a Professional Services Agreement shall be sent to the successful prospective Consultant for signature. No proposal shall be binding upon the Town until after the Agreement is signed by duly authorized representatives of both the Contractor and the Town.

6.2. The Town reserves the right to reject any or all proposals, and to waive any irregularities.

6.3. The successful prospective contractor will be required to obtain a Town of Easton Business Certificate.

Proposals shall be subject to the following provisions:

1. The Town shall award the bid to the lowest responsible and responsive bidder, in addition to considering price, the Town Council shall consider:
 - a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - b. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
 - c. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - e. The quality of performance of previous contracts or services of the bidder;
 - f. The previous and current compliance by the bidder with laws and ordinances relating to the contract or service;
 - g. Whether the bidder is in arrears to the Town on any debt or contract, is in default on any surety to the Town, or is delinquent as to any taxes or assessments; and
 - h. Any other information that may have a bearing on the decision to award the contract.
2. The Town may re-advertise for new bids.
3. The Town may accept and reject any and all bids or part thereof and may waive technical defects or irregularities.

4. The Town may accept the bid which represents the best value to the Town and acceptance of which is in the best interest of the Town.

Each proposal **must** be accompanied by the fully executed Affidavits 1 and 2, which certify that there has been no collusion in the preparation of the proposal and that no officer of the Town of Easton or the Easton Utilities Commission has or will receive a benefit monetary or material consideration from the profits of the proposed contract.

If the bidder to whom an award is made shall fail to execute the contract hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second bidder meeting the Town's award criteria, and such bidder shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or the Owner (Town of Easton) may reject all of the bids, as its interest may require.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY **JUNE 11, 2021.**

END OF SECTION

PROPOSAL**EASTON DESIGN GUIDELINES**

Made this _____ day of _____, 20____,

By _____

Business Address _____

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same by **June 11, 2021**.

PROPOSAL FORM
EASTON DESIGN GUIDELINES

Bidder _____ Date _____

Address _____

Signature _____

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Prepare New Easton Design Guidelines	
1A	For Non-Historic District	
1B	For Historic District	
	Total Project Fee	

My **EASTON DESIGN GUIDELINES** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

_____ Dollars (\$_____).

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

(Bidder - Company Name)

(Signature)

(Date)

(Print Name)

(Title)

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY **June 11, 2021**.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Type of Work	Subcontractors name, address, phone number	Percent of Total Work

Attach additional pages as necessary. Types of Work not listed indicates that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **EASTON DESIGN GUIDELINES**

NON-COLLUSION CERTIFICATE

COUNTY OF: _____

STATE OF: _____

Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared _____

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.

(NOTARY PUBLIC)

My Commission Expires:

Sign for Identification

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **EASTON DESIGN GUIDELINES**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED

TITLE

FIRM NAME AND ADDRESS

END OF SECTION

CONTRACT
FOR THE
EASTON DESIGN GUIDELINES

TOWN OF EASTON
Easton, Maryland

THIS CONTRACT, made this_____day of_____20____ ,

by and between_____

hereinafter called the CONTRACTOR, and the Town of Easton, hereinafter called the Town.

WHEREAS, the Contract to complete the **EASTON DESIGN GUIDELINES** and other appurtenant work in accordance with and subject to all the conditions, covenants, stipulations, terms and provisions contained in the specifications, said specifications being in all respects made a part hereof, has recently been awarded to the Contractor by the Town, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done or furnished, at the price named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Town evidencing the terms of the said award.

NOW, THEREFORE THIS CONTRACT WITNESSETH, that the Contractor doth hereby covenant and agree with the Town that he will well and faithfully complete the **EASTON DESIGN GUIDELINES** and other appurtenant work, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the above mentioned specifications, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done and furnished at the price named therefor in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said specifications, or the terms of said award;

And the Town doth hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of said specifications and of said award, the abovementioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said specifications, or the terms of said award.

Should the Contractor default in the performance of required work and/or the quality and performance of the work as described in the contract documents, the Town shall have the right to terminate this contract and pursue other means for completing work for the remainder of the contract period in addition to any other remedy available by

law. Should the Town be required to initiate work for any portion of the Landscape Maintenance Contract, as outlined in the contract documents, due to Contractor failing to complete said work, the Town shall charge to the Contractor the dollar amount in excess of the unit price bid for that line item of work that the Town incurred in completing that work on the Contractor's behalf.

And the Contractor (if a corporation), hereby certifies that it is a (Maryland Corporation) (Foreign Corporation registered to do business in Maryland with the Maryland State Tax Commission).

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the Town, by its Mayor, by authority duly given.

ATTEST:

THE TOWN OF EASTON

Town Clerk

By: _____
Mayor

APPROVED as to Form and Legality

Attorney

ATTEST:

Contractor

By: _____

Print Name

Title

END OF SECTION

NOTICE OF AWARD

PROJECT Description: **EASTON DESIGN GUIDELINES**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Information for Bidders.

You are hereby notified that your BID has been accepted for the amount of:

_____ Dollars (\$_____).

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

Town of Easton

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____.

This, the ____ day of _____, 20____

By _____

Title _____

END OF SECTION

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: **EASTON DESIGN GUIDELINES**

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____ and you are to complete the WORK by **JUNE 11, 2021**.

Owner: Town of Easton

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

Contractor: _____

this the ____ day, of _____, 20____

By: _____

Title: _____

Employer Identification Number: _____

END OF SECTION

